

REMARKS:

Claims 11-23 are pending in this application. By this amendment, claims 11, 21, and 23 are amended; claim 14 is cancelled; and claims 24-27 are newly presented. Applicant requests reconsideration and allowance in view of the above amendments and the following remarks.

Rejection Under 35 U.S.C. § 112, Second Paragraph

Claim 11 is rejected under 35 U.S.C. § 112, second paragraph. According to the Office Action, to the extent the claim recites “at least one service,” only one service may be provided within the scope of the claim. Therefore, according to the Office Action, further recitation in the claim of means for resolving conflict between a plurality of services is indefinite because (emphasis in original) “it empirically states that there is execution of a plurality of services, yet this cannot occur if the user/drive has only a subscription to ONE service.” To the extent the allegedly offending portion of claim 11 has been removed by the present amendment, the rejection is moot; to the extent the rejection could now be levied against claim 13, however, into which the allegedly offending language has been moved, Applicant traverses the rejection.

As previously presented, claim 11 – directed to a system, not a method – recited a service subscription for transmitting and managing at least one service. It further recited that means are provided for resolving conflict among various services; it did not recite that there necessarily are a plurality of services. Thus, if only one service is actually subscribed to, the means simply lie dormant and are not “called into play.” That does not, however, negate the presence of the means or render recitation of such means indefinite if only one service is actually utilized. Accordingly, Applicant respectfully requests that the rejection be withdrawn.

Rejections Under 35 U.S.C. § 103

Claims 11-13 and 15-23 are rejected under 35 U.S.C. § 103 based on Timm et al., U.S. 5,572,204; Hattori et al., U.S. 6,285,931; and Nojima, U.S. 5,933,080. Claim 14, however, has been objected to as depending from a rejected base claim but otherwise has been indicated to be directed to allowable subject matter. The salient feature of claim 14 – that emergency assistance service will preempt ongoing phone calls such that they may be interrupted in deference to emergency assistance – has been incorporated into independent claim 11, from which claim 14

depends, and claim 14 has been canceled accordingly. That same concept has also been incorporated into independent claims 21 and 23. (Certain other features previously recited in the independent claims have been eliminated from those claims in favor of their presentation in respective dependent claims.) In view of such amendment, Applicant submits that all claims are in condition for allowance, and timely Notice to that effect is respectfully requested.

The undersigned representative requests any extension of time that may be deemed necessary to further the prosecution of this application.

The undersigned representative authorizes the Commissioner to charge any additional fees under 37 C.F.R. 1.16 or 1.17 that may be required, or credit any overpayment, to Deposit Account No. 14-1437, referencing Attorney Docket No.: 7589.033.PCUS00.

In order to facilitate the resolution of any issues or questions presented by this paper, the Examiner may directly contact the undersigned by phone to further the discussion.

Novak, Druce & Quigg, LLP
1000 Louisiana, Suite 5300
Houston, Texas 77002
(713) 571-3400
(713) 456-2836 (fax)
tracy.druce@novakdruce.com

Respectfully submitted,



Tracy W. Druce, Esq.
Reg. No. 35,493